

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

CITY OF PEORIA, a municipal
corporation,

v.

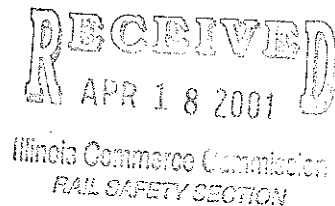
UNION PACIFIC RAILROAD
COMPANY,

v.

STATE OF ILLINOIS, DEPARTMENT
OF TRANSPORTATION.

Docket No. T01-0032

Petition of the City of Peoria, Illinois,
to construct a viaduct bridge carrying the
tracks of the Union Pacific over the
extension of Charter Oak Road, Peoria
County, Illinois and directing a
substantial Portion thereof to be borne
by the Grade Crossing Protection Fund



PETITION

NOW COMES the Petitioner, City of Peoria ("City"), Illinois, an Illinois Municipal Corporation, and petitions the Illinois Commerce Commission for permission to construct a viaduct structure in the City of Peoria, Illinois, and, in support thereof, states as follows:

1. The Union Pacific Railroad ("Railroad") in the operation of their facilities has certain rail line tracks running through the City.
2. On January 23, 1995, in case #T95-0018, the Illinois Commerce Commission ("Commission") ordered the City and Chicago and North Western Railway Company to construct a replacement grade separation structure near Big Hollow Road in the City. A copy of the Order is attached hereto and marked as Exhibit 1.

DOCKETED

3. The City plans to construct an extension of Charter Oak Road located in the City.
4. The extension of Charter Oak Road is a needed addition to the highway system due to the continued growth of this area of Peoria and Peoria County.
5. The extension is necessary for the safety and security of the public.
6. The extension will replace a portion of Big Hollow Road and an overhead wooden bridge over the railroad tracks in compliance with the Commission's order of January 23, 1995.
7. The extension will include construction of a viaduct bridge carrying the tracks of the Railroad over the extension of Charter Oak Road.
8. The City and the Railroad entered into an agreement on January 30, 2001, approving the project which includes construction of the Charter Oak Extension and the underpass crossing.
9. The construction of said viaduct crossing is for purposes of the public health, safety, welfare, convenience and necessity as shown on the construction plans attached hereto and marked as Exhibit 2.
10. The estimated cost of constructing the viaduct crossing is \$10,615,000.00, as shown in the Statement of Costs marked as Exhibit 3 and attached hereto.
11. The City has received bills for preliminary work on the project including review of plans. The City intends to pay these bills prior to the hearing in this matter.
12. Plans review and other preliminary work are eligible costs for reimbursement under the Grade Crossing Protection Fund.
13. It is estimated that Charter Oak Road will carry 12,000 vehicles per day at time of completion. A portion of the estimated 12,000 vehicles per day is statewide in nature

13. It is estimated that Charter Oak Road will carry 12,000 vehicles per day at time of completion. A portion of the estimated 12,000 vehicles per day is statewide in nature.

14. Railroad traffic is moderate in volume and is comprised of 12 freight trains per day over 2 mainline tracks (one upgrade and one downgrade).

15. Since a substantial volume of vehicular **traffic** passing over the crossing is statewide, a substantial part of the cost involved in connection with the construction of the viaduct structure and its necessary approaches should be paid for through the Grade Crossing Protection Fund.

WHEREFORE, Petitioner prays that the Commission will set the present matter for hearing with notice to the parties hereto, and **after** such hearing enter an order:

(a) Authorizing construction of a viaduct structure, its necessary approaches, and incidental work; (b) distributing costs of construction of the viaduct crossing among all participants; (c) requiring the Secretary of the Department of Transportation of the State of Illinois to pay a substantial portion of the cost of constructing said viaduct structure, its necessary approaches, and incidental work through the Grade Crossing Protection Fund; (d) requiring the Railroad to pay a portion of the costs of constructing said viaduct structure, its necessary approaches and incidental work, (e) requiring the Secretary of the Department of Transportation of the State of Illinois and the Railroad to reimburse the City for their proportionate share of the costs of the project that have been incurred by the City thus far.

CITY OF PEORIA

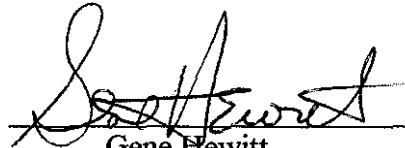
By: 

Gene Hewitt

City Engineer

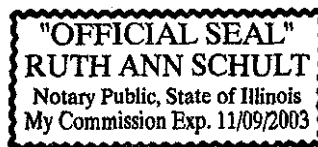
VERIFICATION

I, Gene Hewitt, first being duly sworn upon oath depose and say that I am City Engineer for the City of Peoria, Peoria, Illinois; that I have read the above and foregoing petition and am familiar with the contents thereof; that said contents are true in substance and in fact; except as to those matters stated upon information and belief, and as to those, I believe same to be true.


Gene Hewitt
City Engineer

Subscribed and sworn to before me this 17th day of April 2001


Notary Public, Illinois



ATTORNEY FOR PETITIONER
ELIZABETH L. JENSEN
4 19 FULTON STREET, #207
PEORIA, IL 61602
309/494-8590

AFFIDAVIT OF PERSONAL SERVICE

The undersigned, on oath, states that on the _____ day of _____, 2001, he / she served the foregoing Petition by hand delivering the same to the following:

ILLINOIS COMMERCE COMMISSION
Attn: Mr. Kevin Sharpe
Director of Processing and Information
529 E. Capitol Avenue
Springfield, IL 62706

SUBSCRIBED and SWORN to before me this _____ day of _____, 2001.

Notary Public

ATTORNEY FOR PETITIONER:
ELIZABETH L. JENSEN
419 FULTON STREET, #207
PEORIA, IL 61602
309/494-8590

AFFIDAVIT OF SERVICE

The undersigned, on oath, states that on the _____ day of _____, 2001, he/she served the foregoing Petition by causing the same to be deposited in the United States mail in Peoria, Illinois, on the _____ day of _____, 2001 to the following addresses:

Mr. Max Shumate, Jr.
Union Pacific Railroad
101 H. Wacker Drive, Room 1920
Chicago, IL 60606-1718

Mr. David McKernan
Industry and Public Projects Manager
Union Pacific Railroad
210 North 13th Street
St. Louis, MO 63103

James C. Slifer
Director of Highways
Illinois Department of Transportation
2300 S. Dirksen Parkways
Springfield, Illinois 62764

SUBSCRIBED and SWORN to before me this _____ day of _____, 2001

Notary Public

ATTORNEY FOR PETITIONER:
ELIZABETH L. JENSEN
419 FULTON STREET, #207
PEORIA, IL 61602
309/494-8590

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Chicago and North Western Railway Company;
City of Peoria; and the State of Illinois,
Department of Transportation

: T95-0018

Stipulated Agreement regarding improving public safety at the existing grade separation structure carrying Big Hollow Road overhead the Chicago and North Western Railway's tracks, said structure located in the City of Peoria, Illinois, designated as crossing DOT 175 6256.

ORDER

By the Commission:

On November 1, 1994, the Illinois Commerce Commission Transportation Division Railroad Section, initiated the Stipulated Agreement procedure after receipt of a written complaint regarding improving public safety at the crossing of Chicago and North Western Railway Company with a public highway known as Bili Hollow Road in the City of Peoria, Illinois.

On December 1, 1994, a meeting was held at the overhead bridge attended by representatives of the Commission staff, Chicago and North Western Railway Company and the City of Peoria.

On January 23, 1995, January 26, 1995, January 31, 1995, February 28, 1995, the Staff of the Illinois Commerce Commission, the Chicago and North Western Railway Company, the City of Peoria, and the Illinois Department of Transportation, respectively, executed the Stipulated Agreement according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law concerning the repair of the Big Hollow Road bridge overhead Chicago and North Western Railway Company tracks in the City of Peoria. The Illinois Department of Transportation execution was conditioned on terms and conditions which have been included in Finding 4, (h) and (i) herein. The Stipulated Agreement contains estimates of cost to accomplish the improvements and a division of cost among the parties and the Grade Crossing Protection Fund of the Motor Fuel Tax Law.

The Commission, having given due consideration to the Stipulated Agreement and being fully advised in the premises, finds that:

- (1) Chicago and North Western Railway Company is a corporation engaged in the transportation of property or passengers for hire by railroad and as such is a "rail carrier" as defined in the Illinois Commercial

Transportation Law;

- (2) the Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (3) the physical characteristics of the subject highway - railroad grade separation crossing, rail and highway volumes and speeds are indicated on the Stipulated Agreement Survey Form, Exhibit A, a copy of which is appended hereto;
- (4) the parties agree that in the interest of public safety the following improvements should be made at the crossing;
 - a. Repair the center steel span in kind providing replacement steel beams and a new timber deck at least equivalent to the original undeteriorated structure and a new asphalt overlay for the entire structure;
 - b. Provide additional cross bracing within each bent;
 - c. Correct out-of-plumb bents which support the main span;
 - d. Add bracing between each bent to prevent further tilting;
 - e. Install new vehicular bridge railings across the entire structure;
 - f. Replace the current sidewalk on the center steel span with a new one with a pedestrian safety railing on the outside; and
 - g. Stabilize the slopes under each approach.
 - h. (a) through (g) herein should be completed under the direction of the professional engineering staff of the Chicago and North Western Railway Company, its consultant or the City of Peoria.
 1. After the repairs herein described are completed, a structural engineer will determine the inventory and operating ratings (based on an HS design vehicle) and make a load posting recommendation which shall be submitted to the Illinois Department of Transportation, Bureau of Bridges and Structures, Springfield for concurrence.

- (5) the cost for the improvement hereinbefore set forth should be divided among the parties and the Grade Crossing Protection Fund in accordance with the Law;
- (6) it is fair and reasonable that the Secretary of the Illinois Department of Transportation through the Grade Crossing Protection Fund of the Motor Fuel Tax Law, the Chicago and North Western Railway Company and the City of Peoria be directed to bear their respective portions of the actual cost of the proposed improvements as follows:

the estimated cost of repairs to the Big Hollow Road bridge over Chicago and North Western Railway Company's tracks in the City of Peoria as set forth in Finding 4 herein, estimated at \$175,000 should be borne 60% not to exceed \$105,000 from the Grade Crossing Protection Fund with the remaining repair cost being divided 50/50 between Chicago and North Western Railway Company and the City of Peoria; the cost of maintenance of the proposed overpass shall be divided between the parties in the same manner as the existing overpass structure.

- (7) the repair work contemplated in this order is specifically conditioned on the following: The C&NW and the City agree that the existing bridge is currently near the end of its useful life and due to its current condition has been closed to vehicular traffic since October, 1994; and that the parties hereto are desirous of providing for the repair and minor rehabilitation of the bridge sufficient to allow for its reopening to vehicular traffic until such time that a replacement structure may be placed in service and the parties further covenant and agree that the rehabilitation work contemplated herein is intended to allow for the reopening of the Big Hollow Road to vehicular traffic only for such time as shall be necessary for the City to finalize plans and construct a replacement grade separation in the area. It is estimated that said replacement grade separation structure shall be completed and placed in service within five to ten years from the date of this agreement. The parties further covenant and agree that the Big Hollow Road bridge shall be abandoned upon the completion of said replacement grade separation structure and further provided, however, that if no replacement grade separation structure is completed within ten years of the date of Commission order subsequent to execution of this agreement, then the Big Hollow Road bridge shall be abandoned ten years from the date of the Commission order subsequent to execution of this agreement.

IT IS THEREFORE ORDERED that the terms of the Stipulated Agreement executed by the Staff of the Commission, the Chicago and North Western Railway Company, the City of Peoria and Illinois Department of Transportation on January 23, 1995, January 26, 1995, January 31, 1995 and February 28, 1995, respectively, concerning improving public safety at the bridge carrying Bill Hollow Road overhead the Chicago and North Western Railway Company tracks in the City of Peoria be, and they are hereby accepted.

IT IS FURTHER ORDERED that Chicago and North Western Railway Company be, and it is hereby required and directed to repair the Big Hollow Road bridge overhead its tracks in the City of Peoria as set forth in Finding 4 herein.

IT IS FURTHER ORDERED that the work herein required shall be completed under the direction of the professional engineering staff of the Chicago and North Western Railway Company, its consultant or the City of Peoria.

IT IS FURTHER ORDERED that after the repairs herein required are completed a structural engineer will determine the inventory and ~~operating~~ (based on an HS design vehicle) and make a load posting recommendation which shall be submitted to the Illinois Department of Transportation for concurrence.

IT IS FURTHER ORDERED that Chicago and North Western Railway Company be, and it is hereby, required and directed to proceed immediately in performing the work herein required and shall complete said work on or before May 1, 1995.

IT IS FURTHER ORDERED that the cost of making the improvements hereinbefore required shall be divided among the parties and the Grade Crossing Protection Fund of the Motor Fuel Tax Law in the manner as prescribed in Finding 6 of this order.

IT IS FURTHER ORDERED that Chicago and North Western Railway Company shall within 30 days furnish to the Illinois Department of Transportation two (2) copies of the estimate of cost for the repair herein required.

IT IS FURTHER ORDERED that the Chicago and North Western Railway Company shall submit to the Director of Processing, Transportation Division of the Commission within five (5) days of the completion of the work herein required, a National Inventory Update Report Form as a notice of said completion.

T95-0018

By order of the Commission this 22nd day of March, 1995.

David Miller
Chairman 3

EXAMINER
<i>BLM</i> SECTION CHIEF
<i>[Signature]</i> Supervisor of Drivers

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

7131111
T95-0018

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as the "Commission", the Chicago and North Western Railway Company, hereinafter referred to as the "C&NW", the **City** of Peoria, hereinafter referred to as the "**City**" and the State of Illinois, Department of Transportation, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through written correspondence that **inquiry** should be made **into** the matter of improving public safety at the existing grade separation structure carrying Big Hollow Road overhead the C&NW's **tracks**, said structure located in the City of Peoria, Illinois, designated as crossing DOT 175 625G; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a member of the Commission's Transportation Division Railroad Section staff; and

WHEREAS, the physical aspects, including **geometrics** of the highway overpass structure, train movements, vehicular traffic volume, and all other pertinent data relating to the highway overpass structure has been obtained and shown on Exhibit A attached to the agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an order according to- the provisions of Section **18c-7401** of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law **be required** to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid overpass structure should be:

DOCKETED

- A. Reconstruct the center steel span including- replacement of steel beams and bearings and a new asphalt overlay for the entire structure;
- B. Provide additional cross bracing within each bent;
- C. Correct out-of-plumb bents which support the main span;
- D. Add bracing between each bent to prevent further tilting;
- E. Install new vehicular bridge railings across the entire structure;
- F. Replace the current sidewalk on the center steel span with a new one with a pedestrian safety railing on the outside; and
- G. Stabilize the slopes under each approach.

Section 3 The C&NW prepared a preliminary estimate of cost to accomplish the proposed improvements which it may be required to perform, said estimate is attached as Exhibit B, and shall upon order according to the requirements contained therein prepare detailed drawings, estimates of cost and **any** required specifications for the proposed improvements for the approval of the Commission and Department.

Section 4 T h e C&NW shall upon order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the submission of plans should be sixty (60) **days**, and for the completion of the proposed improvements should be on or before May 1, 1995.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- A. The cost to reconstruct the highway overpass structure as indicated in Section 2 is estimated at \$175,000; the Grade Crossing Protection Fund should bear 60% of said cost not to exceed \$105,000; the remaining cost should be divided 50/50 between C&NW and the City.
- B. The cost of maintenance of the reconstructed overpass and the pavement thereon shall be divided between the parties in the same manner as for the existing overpass structure and pavement.


Section 6 The City is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the order and indicates this intent by Resolution attached as Exhibit D.

Section 7 This agreement herein is specifically conditioned upon the following: The C&NW and the City agree that the existing bridge is currently near the end of its useful life and due to its current condition has been closed to **vehicular** traffic since October, 1994; and that the parties hereto are desirous of providing for the repair and minor rehabilitation of the bridge sufficient to allow for its reopening to vehicular traffic until such time that a replacement structure may be placed in service and the parties further covenant and agree that the rehabilitation work contemplated herein is intended to allow for the reopening of the Big Hollow Road to vehicular traffic **only** for such time as shall be necessary for the City to finalize plans and construct a replacement grade separation in the area. It is estimated that said replacement grade separation structure shall be completed and placed in service within five to ten years from the date of **this** agreement. The parties further covenant and agree that the Big **Hollow** Road bridge shall be abandoned upon the completion of said replacement grade separation structure and further provided, however, that if no replacement grade separation structure is completed within ten years of the date of Commission order subsequent to execution of this agreement, then the Big Hollow Road bridge shall be abandoned ten years from the date of the Commission order subsequent to execution of this agreement.

Findina 8 This agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this agreement by all parties, the Commission shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 23rd day of Jan., 1995.


Bernard L. Morris
Railroad Safety Program Administrator

Attest:



STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

EXISTING HIGHWAY OVER RAILROAD

General Information:

RR/LINE C&NW MILEPOST 74.14 INVENTORY No. 175 6256
CITY Peoria STREET Bis Hollow Road COUNTY Peoria
ROADWAY JURISDICTION City URBAN X RURAL COMMERCIAL RESIDENTIAL X
APPROACH SURFACE WIDTH CONDITION
ADT 5,700 SPEED 20 mph STATEWIDE Yes
SCHOOL BUSES No HAZ MAT OTHER
NUMBER AND TYPES OF TRACKS 2 MAIN OTHER
RAIL TRAFFIC: FREIGHT 10 @ 49 mph PASSENGER N/A @ mph SWITCH N/A

Structure Information:

STRUCTURE NO. A1601 NRR BR. 3 # L E 85° CONDITION Center span closed
PRESENT **STRUCTURE** TYPE Timber and Steel
NUMBER AND LENGTH OF SPANS 3 Spans
DATE **STRUCTURE** CONSTRUCTED 1907 DATE OF ALTERATIONS 1923. 1958
ALTERATIONS 1923 - Double tracked, bridge lengthened
1958 - Bridge deck widened
DECK WIDTH 25' ROADWAY WIDTH 22'
WALKWAYS 3' mouth side only WEARING SURFACE Asphalt
VERTICAL UNDERCLEARANCE 20' 1 1/2" HORIZONTAL CLEARANCE 7' 9 1/2"
APPROACH ROADWAY **GRADE** 9.0% asc. EB (direction); 6.2% dec. WB (direction)
AVERAGE BRIDGE **GRADE** 8.3% EB (direction); N/A % TO CREST (direction)
CREST **HEIGHT** LOAD LIMIT Closed POSTED 12 Tons
APPROACH ROADWAY HORIZONTAL ALIGNMENT 16° curve
BRIDGE **OWNER** C&NW BRIDGE MAINTENANCE RESPONSIBILITY C&NW

COMMENTS :

The Commission does not normally use GCPF monies for repairs such as this, however, since there is no readily available alternate route for affected vehicular traffic and the City and C&NW are both willing to participate in the repair cost, we are doing so in this project. While the repaired bridge will not meet current design requirements and could not on its existing grade and alignment, it will allow for continued vehicular use for 5-10 years at a 12 ton load limit. This will give the City time to finalize its plans for a new road & grade separation and petition the Commission for authority to construct same and request GCPF participation in that cost. When the new grade separation is completed, the Big Hollow Road Bridge will be closed.

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

PRELIMINARY HIGHWAY SUBWAY COST ESTIMATE

Date November, 1994

Agreement # 636

The cost to accomplish the highway subway improvements contemplated in Section 2 of this Agreement is estimated to be \$175,000

GENERAL ITEM COSTS

ITEM		COST	
	Demolition	\$	10,000
	Structual steel		60,000
	Deck replacement		40,000
	Bridge Railing		25,000
	Pile Vent & Slope Improvements		10,000
	Contingency		15,000
	Engineering		15,000
GRAND TOTAL		\$	175,000

Executed by the Company this

26th day of January, 1995,

Attest:

By R. E. Gunkle

CHIEF ENGINEER
(Title) CONSTRUCTION AND PUBLIC WORKS

A. A. Andrews

ASSISTANT SECRETARY

RECEIVED
JAN 31 1995

ILLINOIS COMMERCE COMMISSION
RAILROAD ENGR. SEC.

Executed by the City Council this
(City, Township, County)
31st day of January, 1995.

ATTEST:

Mary J. Skynnes BY P. A. Gorman City Clerk
City Clerk City Manager Title

EXAMINED AND APPROVED:

By Shawn H. Collier
Corporation Counsel Title

Illinois Commerce Commission Stipulated Agreement No. 636
concerning improvements to the bridge carrying Big Hollow Road
overhead the Chicago and North Western Railway Company tracks in
Peoria, Illinois.

Executed by the department this 28 day of February 1995.

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

BY James C. Steper
Director of Highways

Exhibit D

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENTDate January 31, 1995 Agreement # 636The City Council of Peoria, Illinois
(Board or Council of City, County, etc.)meeting on January 31, 1995 Resolved to authorize
(Date)City Manager Peter Kom
(Name, Office)

to act as its designated agent in the processing of this

Stipulated Agreement and that the City
(Township, City, County)is financially willing and able to bear the costs for the
proposed improvements as may be assigned to it according to the
terms of this Agreement.

ATTACHMENT/EXHIBIT

**ITEM TOO LARGE TO SCAN
COPY AVAILABLE FROM FORMAL FILE**